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KENNETH D. PATRICH

July 17, 2002

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W., Room TW-A325
Washington, D.C. 20554

*Re: Section 1.65 Submission
IB Docket No. 02-111*

Dear Ms. Dortch:

This letter is submitted on behalf of Pacific Telecom Inc. ("PTI") pursuant to Section 1.65 of the rules of the Federal Communications Commission ("FCC" or "Commission"), 47 C.F.R. § 1.65.

On May 16, 2002, the Commission issued public notice in IB Docket No. 02-111, DA 02-1173, of the applications filed pursuant to Sections 214 and 310(d) of the Communications Act of 1934, as amended, seeking Commission approval of the proposed transfer of control from Bell Atlantic New Zealand Holdings, Inc. ("BANZHI") to PTI of certain Commission licenses and authorizations held by The Micronesian Telecommunications Corporation and its wholly-owned subsidiary GTE Pacifica Inc. On June 17, 2002, a petition from the Governor of the Commonwealth of the Northern Mariana Islands ("CNMI") alleged that the parent corporation of the thirty percent shareholder of PTI pled guilty to a felony charge. PTI immediately initiated an investigation and responded to this allegation in the Joint Opposition To Petitions To Deny And Informal Opposing Comment (filed jointly with BANZHI) on July 1, 2002.

As discussed in the declaration appended as Attachment A, George Chiu, a director of PTI, signed the FCC transfer of control applications on behalf of PTI. PTI answered question 37 of FCC Form 312 (and a similar question in item 75 of FCC Form 603) in the negative. Question 37 reads as follows:

Marlene H. Dortch
Secretary
July 17, 2002
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Has the applicant, or any party to this application or amendment, or any party directly or indirectly controlling the applicant ever been convicted of a felony by any state or federal court?

In the attached declaration, Mr. Chiu describes that he was aware that L&T International Corporation (“L&T”), a corporation in the apparel manufacturing business that shared the same parent corporation as PTI’s thirty percent shareholder, THC Communications Corporation, had entered a *nolo contendere* plea for allegedly making a false statement to the federal government. Mr. Chiu explains that he believed the *nolo contendere* plea was not an admission of wrongdoing, was part of a settlement agreement with the federal government, and did not constitute a conviction of a felony. In any event, it never occurred to him that the FCC application forms for PTI would be concerned with the plea agreement of apparel manufacturer L&T.

After the petition to deny of the Governor of the CNMI raised the issue of the plea agreement, PTI’s undersigned FCC counsel obtained and reviewed a copy of the plea agreement and subsequently explained to Mr. Chiu (1) that a *nolo contendere* plea agreement generally is considered a conviction and (2) would be “relevant” to the FCC’s review of PTI’s character qualifications, and (3) that amendment of the applications would be necessary if L&T is considered a “party” for purposes of question 37. In this case, however, it is not clear that the felony conviction questions needed to be answered in the affirmative based on the fact that the corporation that was convicted of a felony (L&T) shared the same parent (Tan Holdings Corp.) as a thirty percent shareholder (THC Communications Corporation) of the FCC applicant (PTI).¹

In the interests of full disclosure, however, PTI hereby furnishes additional information with respect to the felony conviction of L&T International Corporation. The factual underpinnings of the *nolo contendere* plea agreement and the mitigating circumstances for FCC review purposes (for example, the attenuated relationship between L&T and PTI and the ten-year limitation upon the FCC’s consideration of allegations of past misconduct) are discussed on pages 23 to 29 of the Joint Opposition To Petitions To Deny and Informal Opposing Comment filed on July 1, 2002. PTI also clarifies the Joint Opposition to the extent it incorrectly implies that L&T’s *nolo contendere* plea agreement does not constitute a felony “conviction.” PTI appends as Attachment B a copy of the criminal information related to L&T’s *nolo contendere*

¹ For example, under Section 1.2002(b) of the Commission’s rules, L&T would not be considered “a party to the application” because of the lack of a direct ownership interest of L&T in THC Communications Corporation. 47 C.F.R. §1.2002(b) (defining “party to the application” for purposes of a certification that neither the applicant nor any party to the application is subject to denial of Federal Benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988).

Marlene H. Dortch
Secretary
July 17, 2002
Page 3

plea agreement (the plea agreement itself was attached as Exhibit E to the Joint Opposition). PTI also appends as Attachment C to this letter a civil consent judgment entered into May 21, 1992, related to similar matters.

Finally, PTI pledges to respond promptly and fully to any Commission information requests regarding the *nolo contendere* plea, L&T's status as a party to the applications, or any other issue of interest to the Commission

Respectfully submitted,

_____/s/
Kenneth D. Patrich
Timothy J. Cooney

Attorneys for Pacific Telecom Inc.

cc: Attached Service List
Jennifer Hindin, Counsel for Bell Atlantic
New Zealand Holdings, Inc.

ATTACHMENT A

DECLARATION

I, George Chiu, being a citizen of the United States of America and of legal age, do hereby state and declare as follows:

1. By training, I am a certified public accountant and was employed, among other places, at KPMG Peat Marwick from 1988 to 1992. In August 1992, I joined Tan Holdings Corporation; and since that time I have held various positions related to management and finance at the corporate parent and in certain of its subsidiaries.

2. This declaration is made on behalf of Pacific Telecom Inc. ("PTI"), a holding company formed to purchase The Micronesian Telecommunications Corporation ("MTC") and MTC's wholly-owned subsidiary GTE Pacifica Inc. ("GTE Pacifica"), telecommunications service providers in the U.S. Commonwealth of the Northern Mariana Islands ("CNMI") and/or Guam. Various applications (and a Petition for Declaratory Ruling submitted by PTI) were filed with the Federal Communications Commission ("FCC") for approval to transfer control of the FCC authorizations held by MTC and GTE Pacifica to PTI. I understand that the Commission placed these filings on public notice on May 16, 2002, in IB Docket No. 02-111.

3. As discussed in the Petition For Declaratory Ruling submitted by PTI on April 9, 2002, PTI has three shareholders: 30 percent of the equity is owned by THC Communications Corporation ("THC Communications"); 20 percent of the equity is owned by Missouri Holdings Corporation; and 50 percent of the equity is owned by Prospector Investment Holdings, Inc. ("Prospector"). Of the three shareholders of PTI, THC Communications is the focus of this declaration. THC Communications is a CNMI corporation owned 100 percent by Tan Holdings Corporation, a privately held CNMI corporation. Tan Holdings Corporation operates dozens of

business ventures in numerous and often unrelated industries. Tan Holdings is owned 100 percent by various Tan Family trusts, each of which was created under CNMI law.

4. Under a shareholders' agreement, the three shareholders named above agreed that "the operations and management of MTC and [PTI] shall be left to [Prospector]." The agreement permits Prospector and THC Communications to nominate three individuals each to the PTI board of directors. THC Communications appointed me to the board of PTI, and I have been designated chairman of PTI. This board position is in addition to my duties with the Tan Holdings subsidiaries in the logistics, freight forwarding, fishing and wholesale distribution businesses.

5. As a director of PTI, I carefully reviewed PTI's portion of the FCC transfer of control applications and then authorized their execution and filing. Several of the applications included a question substantially identical to question 37 of FCC Form 312 (see also item 75 of FCC Form 603):

Has the applicant, or any party to this application or amendment, or any party directly or indirectly controlling the applicant ever been convicted of a felony by any state or federal court?

6. I answered "no" to question 37 above (and to similar questions in other applications). I was aware at the time I authorized the execution of the applications that L&T International Corporation ("L&T"), a subsidiary of the parent company of THC Communications, had entered into a *nolo contendere* plea agreement with the federal government (before I joined Tan Holdings Corporation in 1992) regarding the subsidiary's apparel manufacturing business, a business in which I had no involvement. While I had heard anecdotally about the *nolo contendere* plea previously, I was reminded about the matter in 1998 when another Tan Holdings subsidiary, Asia Pacific Airlines ("APA"), had applied for a certificate of public convenience and necessity from the U.S. Department of Transportation

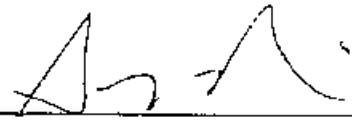
(“DOT”) and the *nolo contendere* plea agreement issue was actively considered by DOT. I personally did not review or execute the DOT application forms, but I was aware of the process. My understanding was that, after due consideration of the *nolo contendere* issue, APA was deemed qualified by DOT first for a temporary certificate and then two years later for a permanent certificate. During the successful completion of the DOT certification process, I had discussions about the issues with Mike Quinn who is the President of APA. Based on these and other discussions which I cannot recall with specificity, it was my understanding at the time I executed the FCC applications that the L&T *nolo contendere* plea was not an admission of wrongdoing, was part of a settlement agreement with the Department of Labor, and was not a felony conviction. In any event, it never occurred to me that the FCC application form questions for PTI related to the plea agreement of apparel manufacturer L&T.

7. After the allegations concerning a plea agreement were raised in the June 17, 2002, petitions to deny PTI’s FCC applications, I was advised by FCC legal counsel that the L&T *nolo contendere* plea agreement in fact is considered a felony conviction. If I had known this at the time I reviewed the FCC transfer of control applications, I would have brought the L&T matter to the attention of legal counsel. When I completed the FCC application forms, however, I did so in the belief that my answers were fully accurate and that the events that transpired with apparel manufacturer L&T over ten years ago were not relevant to PTI. Neither I nor PTI had any intention to deceive the FCC or to omit a material fact.

8. To the extent necessary or appropriate, however, I hereby authorize the clarification and/or amendment of the PTI portion of the transfer of control applications to reflect the fact that L&T International Corporation entered into a *nolo contendere* plea agreement in 1991 and, thus, that a corporation (L&T) that shared the same parent (Tan Holdings Corp.) as the

thirty percent shareholder (THC Communications Corporation) of the FCC applicant (PTI) was convicted of a felony. The circumstances are described (and a copy of the plea agreement included) in the Joint Opposition To The Petitions To Deny and Informal Opposing Comment submitted in IB Docket No. 02-111 on July 1, 2002.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on July 16, 2002.



George Chiu

ATTACHMENT B

DEC 15 1991

For The Northern Mariana Islands
By [Signature]
(Deputy Clerk)

FREDERICK A. BLACK
United States Attorney
RICHARD W. PIERCE
Assistant United States Attorney
NORTHERN MARIANAS DISTRICT
Horiguchi Building, Third Floor
P.O. Box 377
Saipan, MP 96950
Telephone (670) 234-9133
Telecopier (670) 234-9159

Attorneys for United States of America

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS

UNITED STATES OF AMERICA,)	CRIMINAL CASE NO. 91-0001
Plaintiff,)	
vs.)	
L & T INTERNATIONAL)	CRIMINAL INFORMATION
CORPORATION,)	
Defendant.)	

1. On or about December, 1990, in the District of the Northern Mariana Islands, the Defendant L & T INTERNATIONAL CORPORATION ("LET"), a corporation organized under the laws of the Commonwealth of the Northern Mariana Islands, in a matter within the jurisdiction of the United States Department of Labor ("DOL") did knowingly make materially false statements to the DOL.

a. The Defendant L&T at all material times served as an umbrella accounting and management organization for four

1
2 related corporations -- American International Knitters
3 Corporation, American Investment Corporation, Pacific Garment
4 Manufacturing Corporation, and Pacific International Corporation,
5 hereinafter "related corporations" -- that employed citizens of
6 the Peoples Republic of China and the Republic of the Philippines
7 to produce garments on Saipan, an island in the District of the
8 Northern Mariana Islands;

9
10 b. In 1990, DOL investigated the Defendant L&T and
11 related corporations for the underpayment of overtime wages as
12 required by the Fair Labor Standards Act, 29 U.S.C. §§ 201 et
13 seq.;

14
15 c. On or about November, 1990, L&T and the related
16 corporations agreed with DOL to make backwage payments to the
17 foreign employees; these payments were to be witnessed by DOL
18 and attested to by DOL Form WH-58. That form requires
19 certification by the employer and the employee that the backwages
20 have been paid;

21
22 d. Beginning on or about November 15, 1990, and
23 continuing to on or about November 20, 1990, and periodically
24 thereafter, the Defendant L&T and related corporations presented
25 backwage payments to the foreign employees in the form of checks;

26 //

3 caused DOL Forms WH-58 to be certified that backwage payments
4 were made;

5
6 f. Beginning on or about November 13, 1990, and
7 continuing thereafter, the Defendant L&T and related corporations
8 and others collected and attempted to collect from some of the
9 foreign employees the backwage checks; many of the Chinese
10 employees were required to endorse their checks and to return
11 them to the Defendant L&T and related corporations;

12
13 g. The Defendant L&T and related corporations
14 thereafter presented the checks for payment and caused the
15 proceeds to be distributed or transferred to persons other than
16 the employees; and

17
18 h. On or about December, 1990, on Saipan, the
19 Defendant L&T caused the DOL Forms WH-58, certifying payment to
20 the employees, to be submitted to DOL, when the Defendant L&T
21 knew full well that some of the employees had not received the
22 backwages.

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1
2 2. All of the above is a violation of 18 U.S.C. § 1001.

3 Dated this 12th day of DECEMBER, 1991.

4
5 FREDERICK A. BLACK
United States Attorney

6 By 
7 RICHARD W. PIERCE
8 Assistant U.S. Attorney
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ATTACHMENT C

FILED
Clerk
District Court

MAY 21 1992

For The Northern Mariana Islands

By B
(Deputy Clerk)

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF THE NORTHERN MARIANA ISLANDS

LYNN MARTIN, Secretary of Labor
UNITED STATES DEPARTMENT OF LABOR,

Plaintiff,

v.

CIVIL ACTION NO. 91-0027

AMERICAN INTERNATIONAL KNITTERS
CORPORATION, a corporation, and
AMERICAN INVESTMENT CORPORATION, a
corporation, and MARIANA MANAGEMENT
AGENCY, INC., a Corporation, and
PACIFIC GARMENT MANUFACTURING
CORPORATION, and PACIFIC
INTERNATIONAL CORPORATION, a
corporation, and L & T
INTERNATIONAL CORPORATION, a
corporation, and WILLIE TAN,
an individual, and JERRY TAN,
an individual, and TAN, SIU LIN,
an individual,

Defendants.

CONSENT JUDGMENT

1. Plaintiff has filed her Complaint herein on July 26, 1991, and Defendants have filed their Answer to the Complaint and waive findings of fact and conclusions of law, and together the parties stipulate to the entry of this Judgment.

1 2. This settlement represents a full and final resolution of
2 all disputes between the parties on the wage and hour matters which
3 are alleged in the Complaint filed herein. Defendants, by entering
4 into this Consent Judgment, neither admit nor deny any violation of
5 law or regulation.

6 3. It is, therefore ORDERED, ADJUDGED AND DECREED that
7 Defendants, their officers, agents, servants, employees, and all
8 persons acting or claiming to act in their behalf and interest be,
9 and they hereby are, permanently enjoined and restrained from
10 violating the provisions of sections 15(a)(1), 15(a)(2), 15(a)(3)
11 and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended
12 (29 U.S.C. §201, et seq.) (hereinafter referred to as the Act), to
13 the extent applicable in the Commonwealth, in any of the following
14 manners:

15 (a) The Defendants shall not, contrary to Section
16 15(a)(1) of the Act, transport, offer for transportation, ship,
17 deliver or sell in commerce or ship, deliver, or sell with
18 knowledge or reason to believe that shipment, delivery, or sale in
19 commerce is intended, goods in the production of which employees
20 were employed in violation of Section 7 of the Act.

21 (b) The Defendants shall not, contrary to Section 7 of
22 the Act, employ any of their employees engaged in commerce or in
23 the production of goods for commerce or in an enterprise engaged in
24 commerce or in the production of goods for commerce, as defined by
25 the Act, for a workweek longer than forty hours unless the employee
26 receives compensation for his or her employment in excess of forty

1 hours at a rate not less than one and one-half times the regular
2 rate at which he or she is employed.

3 (c) The Defendants shall not, contrary to Sections 11(c)
4 and 15(a)(5) of the Act, fail to make, keep, and preserve records,
5 as prescribed by the regulations duly promulgated under said
6 Section 11(c), (29 CFR 516), showing the hours worked each workday
7 and each workweek, the regular rate of pay, the basis upon which
8 wages are paid, the total straight time earnings for each workweek,
9 the total overtime excess compensation and other relevant
10 identifying information pertaining to employees, with respect to
11 their employees.

12 (d) The Defendants shall not, contrary to Section
13 15(a)(3) of the Act, discharge or in any other manner discriminate
14 against any employee because such employee has filed any complaint
15 or instituted or caused to be instituted any proceeding under the
16 Act, or otherwise exercised his or her rights to receive time and
17 one-half for all hours worked over forty during a work week.

18 4. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the
19 provisions of paragraphs 2 and 3 of the Preliminary Injunction, and
20 paragraphs 2 through 4, 7 through 10, and 12 and 13 of the Order
21 (modifying the Preliminary Injunction) entered August 7, 1991,
22 shall remain in effect herein until the monetary provisions of this
23 Judgment have been satisfied, with the following exceptions:

24 (a) The provisions of section (2)(j) (relating to the
25 appointment and duties of the Passport Trustee) of the Stipulation
26 Regarding Plaintiff's Application for Temporary Restraining Order

1 and Motion for Preliminary Injunction, referenced by and
2 incorporated into the Preliminary Injunction, shall terminate upon
3 the entry of this Judgment and the passports retained thereunder
4 shall be returned to their rightful owners; and

5 (b) The prohibitions of paragraph 6 of the August 7,
6 1991 Order shall terminate upon entry of the Judgment; and

7 (c) In the event that the Compliance Monitor employed
8 under subparagraph 2(g) of the Stipulation Regarding Plaintiff's
9 Application for Temporary Restraining Order and Motion for
10 Preliminary Injunction, referenced above, presents invoices for
11 services which exceed the sum of \$2,000.00 per pay period for three
12 consecutive months, Defendants can apply to the Court to appoint
13 another accounting firm which is satisfactory to the Court. The
14 monitor will no longer be required after full payment of the
15 settlement herein, or the passage of four years, whichever is
16 later;

17 (d) The \$400,000.00 bond required by the Preliminary
18 Injunction may be cancelled and returned to Defendants within 60
19 days of the entry of this Judgment.

20 5. Defendants shall pay to Plaintiff, within 60 days of the
21 entry of this Judgment, the sum of \$120,000.00 as its reasonable
22 costs, fees and other expenses, and for payment by Plaintiff to a
23 third-party of Plaintiff's choice for distribution of the monies
24 recovered hereunder. It is expressly understood that Defendants
25 shall not be required to pay any more than this sum for costs, fees
26 and other expenses no matter what these costs, fees and expenses,

1 some of which may yet have been incurred, may amount to. If
2 additional sums not provided for in this subsection are required
3 for distribution of the monies provided herein, such sum shall come
4 from the \$4,500,000.00 in damages provided for in paragraph 6
5 below.

6 6. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, as agreed
7 by the parties, that Plaintiff have a separate money judgment
8 against Defendants in the total additional amount of \$9,000,000.00.
9 Of this sum, \$4,500,000.00 constitutes unpaid overtime compensation
10 and \$4,500,000.00 constitutes liquidated damages, compensatory and
11 legal relief pursuant to Sections 15(a)(3), 16(b), 16(c) and 17 of
12 the Act. The monies identified herein are due the contract
13 employees employed during the period July 1, 1988 to July 26, 1991.

14 7. The \$4,500,000.00 for overtime payments shall be paid by
15 Defendants to Plaintiff as follows:

16 (a) \$ 2,380,000.00 shall be paid within 60 days of the
17 entry of this Judgment;

18 (b) The balance of \$2,120,000.00 shall be paid by
19 Defendants to Plaintiff in two installments, the first in the
20 amount of \$1,655,000.00 and due on October 1, 1993 and the second
21 in the amount of \$465,000.00 and due on October 1, 1994. Along
22 with each installment described in this subparagraph shall be the
23 payment of simple interest accrued at 4.4% per annum on the
24 remaining balance.

25 8. The \$4,500,000.00 in compensatory, liquidated damages and
26 legal relief shall be paid by Defendants to Plaintiff in three

1 installments: the first in the amount of \$1,190,000, and due on
2 October 1, 1994, and the second and third, each in the amount of
3 \$1,655,000.00, and due on October 1, 1995 and October 1, 1996,
4 respectively.

5 9. In the event of any default in the timely making of any
6 payment due hereunder, the full principal amount then remaining
7 unpaid (plus the interest set forth above), shall become due and
8 payable upon Plaintiff's making written demand therefor to the last
9 known address of Defendants.

10 10. All checks shall be certified checks, cashier's checks,
11 or money orders drafted to the order of " Wage and Hour Division,
12 Labor", and shall be sent by certified mail to:

13 U.S. Department of Labor/ESA
14 Wage and hour Division
15 71 Stevenson Street, Suite 915
San Francisco, CA 94105

16 All checks shall be accompanied by a letter identifying the case
17 name as Martin v. American International Knitters Corp., et al.,
18 U.S.D.C./NMI (No. 91-0027).

19 11. In addition, within 60 days of the entry of this
20 Judgment, as to all employees identified in Exhibit A to
21 Plaintiff's Complaint filed herein and as to all other contract
22 employees employed by Defendants during the period identified in
23 paragraph 6 above, Defendants will provide to Plaintiff, both in
24 hard copy and on computer disk or tape, if available, the
25 following:

26 (a) a list of the last known addresses, both in the
People's Republic of China and in the Commonwealth of the Northern

1 Mariana Islands of the employees;

2 (b) Social Security numbers and employee codes of the
3 employees; and

4 (c) the period of employment of each employee.

5 12. (a) The Plaintiff shall be the sole distributor of the
6 proceeds of Defendants' remittances to the aforementioned employees or
7 to their estates, if that is necessary, and any money not so paid
8 within one (1) year after the payment of the final installment made
9 pursuant to this Judgment because of inability to locate said
10 employees or because of their refusal to accept said proceeds shall
11 be deposited with the Clerk of this Court who shall forthwith
12 deposit such money with the Treasurer of the United States pursuant
13 to 28 U.S.C. §2041. Plaintiff assumes full responsibility for
14 calculation and distribution of the monies provided herein;

15 (b) To safeguard against the possible recapture of these
16 settlement monies, Plaintiff shall take all reasonable steps so
17 that the payees in China obtain and retain these monies. Plaintiff
18 assumes the risk that some of these settlement monies may not be
19 retained by the payees and accepts sole and complete responsibility
20 for the distribution. As distributor of the settlement monies,
21 Plaintiff will inform the payees that it is the intent of the
22 parties that the payment of the monies provided for in this
23 Judgment are the property of the payees unencumbered by any source.

24 (c) To the extent that the law of the People's Republic
25 of China allows some of these monies to be returned to Defendants,
26 Defendants will refuse to accept these monies.

1 13. IT IS FURTHER ORDERED that Defendants provide to
2 Plaintiff a Promissory Note and Agreement, set forth below, which
3 shall include the following to secure payment of this Judgment:
4

5 (a) Defendants agree to execute and deliver to Plaintiff
6 within 60 days of the entry of this Judgment, a Promissory Note for
7 the amount of the balance due hereunder secured by Defendants'
8 Agreement set forth below;

9 (b) The Agreement securing payment by Defendants shall
10 include and cover the property at Puerto Rico, Saipan, MP,
11 described as Lot 013 E 01, recorded at the Commonwealth Recorder's
12 Office as Document 84-50 in Book 1, page 13 on January 19, 1984,
13 and Improvements thereon (hereinafter referred to as the Property)
14 owned by American International Knitters Corporation some of which
15 is now mortgaged to the Hong Kong and Shanghai Banking Corporation
16 (hereinafter the Bank). Because this property is already mortgaged
17 to the Bank, it cannot now be sold, conveyed, encumbered or
18 otherwise disposed of without the express written consent of the
19 Bank. Defendant will provide to plaintiff the express written
20 consent of the Bank along with Promissory Note and Agreement;

21 (c) The Agreement referred to above is as follows:
22 Defendants agree not to sell, convey, encumber or otherwise dispose
23 of the property pledged as security without twenty days notice to
24 Plaintiff's Regional Solicitor in San Francisco, California. If
25 Plaintiff has an objection to any proposed disposition of the
26 property, it may by motion, file an objection in the U.S. District
Court for the District of the Northern Mariana Islands. Defendants

1 agree not to dispose of the property while the motion is pending.
2 The limited purpose of the motion will be for the Court to make a
3 determination as to whether or not the proposed disposition by
4 Defendants reduces the amount of the equity in the property below
5 the value of the remaining debt owed to Plaintiff. If no motion is
6 filed within the 20 day notice period, or if a determination is
7 made by the Court that the proposed disposition by Defendants does
8 not reduce the equity in the property below the balance of the debt
9 owed to Plaintiff, then Defendants' proposed disposition shall be
10 allowed. If the Court finds that the proposed disposition will
11 reduce the equity below the remaining debt owed by Defendants to
12 Plaintiff, then the Court may enjoin the disposition and make any
13 other orders which it deems appropriate;

14 (d) After making each annual installment payment
15 provided for in this Judgment, the equity in the secured property
16 may be reduced by the amount of the principal payment.

17 (e) Defendant agrees to provide two independent
18 appraisals on the property which is the subject of the Agreement
19 set forth above.

20 14. The Consent Judgment will not be filed in the Office of
21 the Commonwealth Recorder unless and until Defendants default on
22 the monetary provisions of this Judgment.

23 //

24 //

25 //

26 //

1 15. After Defendants have made the last payment to Plaintiff
2 required by this Judgment, Defendants may, pursuant to applicable
3 law, petition this Court to terminate the permanent injunction set
4 forth herein.

5 Dated this 21st day of MAY, 1992.
6

7
8 
9 ALEX R. MUNSON
10 United States District Judge

11
12
13 Submitted by:

14
15 Dated: May 18, 1992

16 MARSHALL BREGER
17 SOLICITOR OF LABOR

18 DANIEL W. TEEHAN
19 REGIONAL SOLICITOR

20 By Faye von Wrangel
21 FAYE von WRANGEL
22 Attorney

OF COUNSEL:

JAN COPPLICK
Attorney

JEANNE COLBY
Attorney

UNITED STATES
DEPARTMENT OF LABOR

23 By SRD
24 STEVEN R DeSMITH
25 Attorney

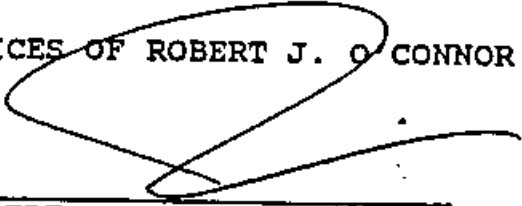
26 Attorneys for Plaintiff
U. S. DEPARTMENT OF LABOR

1 Entry of this Judgment is
2 hereby consented to:

3
4
5 Dated: May 18, 1992


6 LAW OFFICES OF ROBERT J. O'CONNOR

7
8 By


ROBERT J. O'CONNOR
Attorneys for Willie Tan and
American International Knitters Corporation,
American Investment Corporation, Mariana
Management Agency, Inc., Pacific Garment
Manufacturing Corporation, Pacific International
Corporation, and L & T International Corporation.

9
10
11
12
13
14 Dated: May 18, 1992

15
16 By


WILLIE TAN, Individually and on behalf of
American International Knitters Corporation,
American Investment Corporation, Mariana
Management Agency, Inc., Pacific Garment
Manufacturing Corporation, Pacific International
Corporation, and L & T International Corporation.

CERTIFICATE OF SERVICE

I, Felicia Lane, a legal secretary at Wilkinson Barker Knauer, LLP certify that on July 17, 2002, the foregoing was served on all parties listed below by hand delivery (indicated by asterisk) and U.S. mail, first class, postage prepaid.

Gardner Foster*

Policy Division, International Bureau
Federal Communications Commission
445 12th Street, S.W., Room 3-A625
Washington, D.C. 20554

John Branscome*

Commercial Wireless Division
Wireless Telecommunications Bureau
Federal Communications Commission
445 12th Street, S.W., Room 4-A161
Washington, D.C. 20554

Susan O'Connell*

Policy Division, International Bureau
Federal Communications Commission
445 12th Street, S.W., Room 6-A847
Washington, D.C. 20554

Tracey Wilson*

Competition Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W., Room 5-C437
Washington, D.C. 20554

Erin McGrath*

Commercial Wireless Division
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